

**Frederick H. Bachman
50588 Linden Grove
Granger, Indiana 46530**

Sept 25
~~October 5, 2006~~

Mr. David G. Cynamon, CEO
33 Macintosh Boulevard
Concord, Ontario, Canada L4K 4L5

Re: Response to Notice of Termination of Employment

Dear Mr. Cynamon:

I am in receipt of your correspondence of September 20, 2006, in which you informed me that the Company (KIK International LLC, as assignee of APG, Inc.) believes that grounds exist to terminate my employment agreement with APG ("Agreement") for cause. You have provided me with seven days from the date of your letter to present "in writing any information that [I] believe is relevant to the Company's decision as to whether to terminate or continue the Agreement and [my] employment."

I am troubled by the fact that you have unilaterally decided to provide me with a mere seven days to respond to the numerous allegations that you make against me in your letter. Paragraph 12(b) of our Agreement does not impose that time limit, but states: "Before the Company terminates Employee's employment for cause under this section 12(b), Employee shall be given the opportunity to present the Company's Chief Executive Officer with information relevant to the termination." Your self-imposed time limit effectively prevents me from making a meaningful reply, and I believe is yet another example of the bad faith the Company is exhibiting in seeking to terminate my employment. Further, I must confess that the tenor of your letter suggests to me that your mind is made up and that no information I might provide would influence you.

Accordingly, I will at this juncture simply offer a general denial of any illegal, unethical, or improper conduct on my part and note that I do not believe cause exists under the Agreement to terminate my employment. If your decision to discharge me is effectuated, I will no doubt have an opportunity in the future to present objective evidence to an impartial factfinder which will demonstrate that it is the Company -- not me -- that has breached our Agreement by the baseless, untrue, and defamatory accusations the Company is making against me.

I strongly urge you to reconsider the Company's proposed breach of our Agreement. I believe it would be in all parties' best interests to try and amicably resolve this matter. If that is impossible, rest assured I am prepared to seek any and all available legal redress to protect my interests under the Agreement and my reputation in the business community. Thank you for your attention to this matter.

Very truly yours,

Frederick H. Bachman

